Product Code

CONTRACT



WPBF 3970 RCA Boulevard **Suite 7007** Palm Beach Gardens, FL 33410 (561)694-2525

www.thewpbfchannel.com

And:

Crossroads Media 66 Canal Center Plaza Suite 555 Alexandria, VA 22314

	Contract / Re	vision		Alt Order #	#
	936237	1		06251707	
Product				<u> </u>	
AMERICAN CROSSROAD					
Contract Dates	Estimate #				
10/02/12 - 10/08/12	692				
Advertiser			Ori	iginal Date	/ Revision
American Crossroads			0	7/24/12	/ 08/07/12
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broado	ast		Cash
	Station	Accour	ıt E	xecutive	Sales Office
	WPBF	Mica H	ans	en	HRP -Washingto
	Special Handl	ing			•
	Demographic				
	Adults 35+				
			_	·	

Advertiser Code

Advertiser Ref

11

IDB#

Agency Ref

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type	Spots	Amount
E 1 WPBF 10/05/12 10/05/12 WPBF News 25 @ 5am	5-530am	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1	<u>Rate</u> \$125.00				***************************************
E 2 WPBF 10/05/12 10/05/12 M-F 5pm News	5-6pm	:30	NM	1	\$375.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$375.00			·	4070.00
E 4 WPBF 10/08/12 10/08/12 Nightline	11:35-12:05AM	:30	NM	1	\$350.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1	<u>Rate</u> \$350.00				,
E 6 WPBF 10/08/12 10/08/12 GENERAL HOSPITAL	GENERAL HOSPIT	:30	NM	1	\$350.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1	<u>Rate</u> \$350.00				*********
E 7 WPBF 10/08/12 10/08/12 Dr. Oz	4-5p	:30	NM	1	\$450.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1	<u>Rate</u> \$450.00			·	Ψ400.00
E 8 WPBF 10/08/12 10/08/12 WPBF News 25 @ 5am	5-530am	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1	<u>Rate</u> \$125.00			·	ψ120.00
E 10 WPBF 10/08/12 10/08/12 WPBF News 25 Mornings @	5:30-5:57am	:30	NM	1	\$200.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$200.00			·	420.00
E 12 WPBF 10/08/12 10/08/12 WPBF News 25 Mornings	6-7AM	:30	NM	1	\$375.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u>				

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07/24/12 / 08/07/12



WPBF 3970 RCA Boulevard **Suite 7007** Palm Beach Gardens, FL 33410 (561)694-2525

www.thewpbfchannel.com

Contract / Revision Alt Order# 936237 06251707 **Contract Dates Product** Estimate # 10/02/12 - 10/08/12 AMERICAN CROSSRO4692 Advertiser Original Date / Revision

*Lin	e Ch Start	Date End [Date Descript	ion	Start/End Time	Days	S Length W	pots/	Rate	Type		
We	Start Date eek: 10/08/12	End Date 10/14/12	Weekdays 1	Spots/Week	Rate		Longar V	CCK	Nate	Type	spots	Amount
	3 WPBF 10/08		12 Wheel Of		\$375.00 7-7:30PM		.20					
141.	Start Date	End Date	Pre-emptible Weekdays	Spots/Week			:30			NM	1	\$2,000.00
	ek: 10/08/12	10/14/12	1	1	\$2,000.00					- 1		
E 14	WPBF 10/08		12 Good Mor	ning America	7-9AM		:30			NM	1	\$475.00
	<u>Start Date</u> ek: 10/08/12	End Date 10/14/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$475.00							
E 15	WPBF 10/08				7:30-8PM		:30			NM	1	\$2,000.00
	Start Date ek: 10/08/12	End Date 10/14/12	Pre-emptible Weekdays 1	Spots/Week 1	<u>Rate</u> \$2,000.00						•	42,000.00
E 16	WPBF 10/06/		12 Sat 330-7p	m ABC College	Fc330-7pm		:30			NM	1	\$2,000.00
	<u>Start Date</u> ek: 10/01/12	End Date 10/07/12	ble with notice Weekdays1-	Spots/Week 1	<u>Rate</u> \$2,000.00							7-,000.00
E 17	WPBF 10/06/			day 7-8am	Sat 7am-8am		:30	· · · · · · · · · · · · · · · · · · ·		NM	1	\$300.00
-	Class of Time Start Date ek: 10/01/12	End Date 10/07/12	Weekdays 1-	Spots/Week 1	<u>Rate</u> \$300.00						·	\$000.00
E 18			2 Sun 11:35p		1135p-12am		:30			NM	1	\$250.00
	<u>Start Date</u> k: 10/01/12	End Date 10/07/12	ly Pre-emptible Weekdays 1	Spots/Week 1	<u>Rate</u> \$250.00							7
			2 GMA Sund	ay 7-8am	Sun 7-8am		:30	-		NM	1	\$300.00
	Class of Time Start Date k: 10/01/12	- Pre-emptib End Date 10/07/12	le with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$300.00							¥3330 3
	WPBF 10/07/1				7-8PM		:30			NM	1	\$850.00
	Class of Time Start Date k: 10/01/12	- Pre-emptib End Date 10/07/12	le with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$850.00							V
	WPBF 10/04/1		M-SUN WP	BF News 25 @	1'11-11:35PM		:30			NM	1	\$500.00
	Class of Time Start Date 10/01/12	- Pre-emptibl <u>End Date</u> 10/07/12	e with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$500.00							4000.00
	WPBF 10/04/1		•		11:35-12:05AM		:30			NM	1	\$350.00
			e with notice Weekdays 1	Spots/Week 1	<u>Rate</u> \$350.00						•	4000.00
	WPBF 10/04/1				11A-12PM		:30		****	NM	1	\$475.00
		End Date	e with notice <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$475.00							Ţ J.OU
	WPBF 10/04/12 Class of Time -		WPBF News	25 @ Noon	12pm-1230pm		:30			NM	1	\$275.00

American Crossroads

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WPBF 3970 RCA Boulevard **Suite 7007** Palm Beach Gardens, FL 33410 (561)694-2525

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Contract / Revision Alt Order # 936237 06251707 **Contract Dates** Product Estimate # 10/02/12 - 10/08/12 AMERICAN CROSSRO 692 Advertiser Original Date / Revision American Crossroads 07/24/12 / 08/07/12

*Line	e Ch Start	Date End D	ate Description	on	Start/End Time	Days	Spots/ Length Week	Rate	Tyne	Spots	Amount
We	Start Date ek: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$275.00			rate	турс	Орого	Amount
E 26	WPBF 10/04	/12 10/04/	12 GENERAL	HOSPITAL	GENERAL HOSPI		:30		NA		****
Wee	Class of Time <u>Start Date</u> ek: 10/01/12	e - Pre-empti End Date 10/07/12	ble with notice <u>Weekdays</u> 1	Spots/Week	Rate \$350.00		.30		NM	1	\$350.00
E 27	WPBF 10/04				4-5p		:30		NM	1	\$450.00
	Start Date ek: 10/01/12	End Date 10/07/12	ly Pre-emptible Weekdays 1	without notice Spots/Week 1	<u>Rate</u> \$450.00					•	Ψ-30.00
E 28	WPBF 10/04/			s 25 @ 5am	5-530am		:30		NM	1	\$125.00
	Class of Time Start Date ek: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$125.00					·	¥120.00
E 29			2 M-F 5pm No		5-6pm		:30		NM	1	\$375.00
	Start Date k: 10/01/12	End Date 10/07/12	ly Pre-emptible v <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$375.00						
E 30	WPBF 10/04/		2 WPBF New	s 25 Mornings @	0 5:30-5:57am		:30	· · · · · · · · · · · · · · · · · · ·	NM	1	\$200.00
	Class of Time Start Date k: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$200.00			•			
	WPBF 10/04/		2 WPBF News		6-6:30PM		:30		NM	1	\$450.00
Weel	<u>Start Date</u> k: 10/01/12	End Date 10/07/12	y Pre-emptible v Weekdays 1	vithout notice Spots/Week 1	<u>Rate</u> \$450.00						
	WPBF 10/04/1		WPBF News	25 Mornings	6-7AM		:30		NM	1	\$375.00
Week	k: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$375.00						
	WPBF 10/04/1			rtune	7-7:30PM		:30		NM	1	\$2,000.00
Week	c: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$2,000.00						
			Good Mornin	g America	7-9AM		:30		NM	1	\$475.00
Week	:: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$475.00						
	WPBF 10/04/1:				7:30-8PM		:30		MM	1	\$2,000.00
Week	: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$2,000.00						
			Dr. Oz M-F 9	-10a	9-10a	· ·	:30		NM	1	\$250.00
Week:	: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$250.00						
	NPBF 10/02/12 Class of Time -		M-SUN WPB	F News 25 @ 1	11-11:35PM		:30		NM	1	\$500.00

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www.thewpbfchannel.com

	Contract / Revision 936237 /	Alt Order # 06251707
Contract Dates 10/02/12 - 10/08/12	Product AMERICAN CROSS	Estimate #
Advertiser		Original Date / Revision
American Crossroads		07/24/12 / 08/07/12

*Line	e Ch Start	Date End D	ate Descripti	on	Start/End Time	D	Spots/	_			
-	Start Date		Weekdays	Spots/Week		Days	Length Week	Rate	Туре	Spots	Amount
	ek: 10/01/12	10/07/12	-1	1	\$500.00						
E 38	WPBF 10/02		•		11:35-12:05AM		:30		NM	1	\$350.00
	Start Date ek: 10/01/12	End Date 10/07/12	ble with notice Weekdays -1	Spots/Week 1	<u>Rate</u> \$350.00						
E 39	WPBF 10/02				11A-12PM		:30		NM	1	\$475.00
Wee	Class of Time Start Date ek: 10/01/12	e - Pre-emptil End Date 10/07/12	ble with notice Weekdays -1	Spots/Week 1	<u>Rate</u> \$475.00						,
E 40	WPBF 10/02			ws 25 @ Noon	12pm-1230pm		:30	"	NM	1	\$275.00
	<u>Start Date</u> ek: 10/01/12	End Date 10/07/12	ble with notice Weekdays -1	Spots/Week 1	<u>Rate</u> \$275.00						
E 42	WPBF 10/02/			HOSPITAL	GENERAL HOSPI		:30		NM	1	\$350.00
	<u>Start Date</u> k: 10/01/12	End Date 10/07/12	ble with notice Weekdays -1	Spots/Week 1	<u>Rate</u> \$350.00						
E 43	WPBF 10/02/		2 Dr. Oz		4-5p		:30	-	NM	1	\$450.00
Wee	Start Date k: 10/01/12	End Date 10/07/12	y Pre-emptible <u>Weekdays</u> -1	Spots/Week 1	<u>Rate</u> \$450.00						
	WPBF 10/02/		2 WPBF New	vs 25 @ 5am	5-530am		:30	-	NM	1	\$125.00
Weel	Class of Time Start Date k: 10/01/12	End Date 10/07/12	Weekdays -1	Spots/Week 1	<u>Rate</u> \$125.00						
			2 M-F 5pm N		5-6pm		:30		NM	1	\$375.00
Week	Start Date c: 10/01/12	End Date 10/07/12	y Pre-emptible weekdays	without notice Spots/Week 1	<u>Rate</u> \$375.00						
	WPBF 10/02/			s 25 Mornings @	5:30-5:57am		:30		NM	1	\$200.00
Week	Class of Time Start Date 10/01/12	End Date 10/07/12	Weekdays -1	Spots/Week 1	<u>Rate</u> \$200.00						
	WPBF 10/02/1			s 25 @ 6:00PM	6-6:30PM		:30		NM	1	\$450.00
	Start Date 10/01/12	- Immediately End Date 10/07/12	/ Pre-emptible v <u>Weekdays</u> -1	vithout notice Spots/Week 1	<u>Rate</u> \$450.00						
	WPBF 10/02/1		WPBF News	s 25 Mornings	6-7AM		:30		NM	1	\$375.00
Week	: 10/01/12	End Date 10/07/12	Weekdays -1	Spots/Week 1	<u>Rate</u> \$375.00						
	WPBF 10/02/1		Wheel Of Fo	ortune	7-7:30PM		:30		NM	1	\$2,000.00
Week	: 10/01/12	End Date 10/07/12	Weekdays -1	Spots/Week 1	<u>Rate</u> \$2,000.00						
	NPBF 10/02/1 Class of Time -		Good Morning with notice	ng America	7-9AM		:30		NM	1	\$475.00

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07/24/12 / 08/07/12



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	Contract / Revision 936237 /	Alt Order # 06251707
Contract Dates 10/02/12 - 10/08/12	Product AMERICAN CROSSR	Estimate #
Advertiser	Ori	ginal Date / Revision

*Lin	e Ch Start	Date End D	ate Descriptio	n	Start/End Time	Days	Spot		Tunc	Snoto	A
	Start Date ek: 10/01/12	End Date 10/07/12	Weekdays -1	Spots/Week 1	<u>Rate</u> - \$475.00	Buyo	Longar vvec	rate	туре	Spots	Amount
E 51	WPBF 10/02	/12 10/02/1	12 Jeopardy		7:30-8PM		:30		NM		#0.000.00
Wed	Class of Time Start Date ek: 10/01/12	e - Fixed Non <u>End Date</u> 10/07/12	Pre-emptible Weekdays -1	Spots/Week 1	<u>Rate</u> \$2,000.00		.50		NIVI	1	\$2,000.00
E 52	WPBF 10/03		2 M-SUN WP	BF News 25 @	1:11-11:35PM		:30	· · · · · · · · · · · · · · · · · · ·	NM	1	\$500.00
	Start Date ek: 10/01/12	End Date 10/07/12	ble with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$500.00					·	4300.00
E 53	WPBF 10/03		-		11:35-12:05AM		:30		NM	1	\$350.00
	<u>Start Date</u> ek: 10/01/12	End Date 10/07/12	ble with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$350.00					·	4000.00
E 54	WPBF 10/03/				11A-12PM		:30		NM	1	\$475.00
	Class of Time Start Date ek: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$475.00						*******
E 55	WPBF 10/03/		2 WPBF News	3 25 @ Noon	12pm-1230pm		:30		NM	1	\$275.00
	Class of Time Start Date k: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$275.00	٤					
E 57			2 GENERAL H	IOSPITAL	GENERAL HOSPI		:30		NM	1	\$350.00
	Class of Time Start Date k: 10/01/12	End Date 10/07/12	le with notice Weekdays 1	Spots/Week 1	<u>Rate</u> \$350.00						
	WPBF 10/03/		2 Dr. Oz		4-5p		:30		NM	1	\$450.00
Weel	<u>Start Date</u> k: 10/01/12	End Date 10/07/12	y Pre-emptible w <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$450.00						
	WPBF 10/03/1		WPBF News	25 @ 5am	5-530am		:30		NM	1	\$125.00
Weel	c: 10/01/12	End Date 10/07/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$125.00						
			M-F 5pm Nev		5-6pm		:30		NM	1	\$375.00
_Week	Start Date c: 10/01/12	End Date 10/07/12	Pre-emptible wi <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$375.00						
			WPBF News	25 Mornings @	5:30-5:57am		:30		NM	1	\$200.00
Week	:: 10/01/12	End Date 10/07/12		Spots/Week 1	<u>Rate</u> \$200.00						
	WPBF 10/03/1		WPBF News		6-6:30PM		:30		NM	1	\$450.00
Week	<u>Start Date</u> : 10/01/12	End Date 1 10/07/12	1	Spots/Week 1	<u>Rate</u> \$450.00						•
			WPBF News	25 Mornings	6-7AM		:30		NM	1	\$375.00
,	Class of Time -	re-emptible	with notice						1		

American Crossroads

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	Contract / Revision 936237 /	Alt Order # 06251707	_
Contract Dates 10/02/12 - 10/08/12	Product AMERICAN CROSS	Estimate #	=
Advertiser American Crossroads	<u>C</u>	Original Date / Revision 07/24/12 / 08/07/12	

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type	Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1	<u>Rate</u> \$375.00				
E 64 WPBF 10/03/12 10/03/12 Wheel Of Fortune Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1	7-7:30PM <u>Rate</u> \$2,000.00	:30	NM	1	\$2,000.00
E 65 WPBF 10/03/12 10/03/12 Good Morning America Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1	7-9AM <u>Rate</u> \$475.00	:30	NM	1	\$475.00
E 66 WPBF 10/03/12 10/03/12 Jeopardy Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/121 1	7:30-8PM <u>Rate</u> \$2,000.00	:30	NM	1	\$2,000.00
		Totals		59	\$35,975.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/08/12	59	\$35,975.00	\$30,578.75
Totals	59	\$35,975.00	\$30,578.75

Signature:	Date:
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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. **BILLING AND PAYMENTS**

- Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. **OMISSION OF BROADCAST**

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. **FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. **CONSEQUENTIAL DAMAGES**

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. **GENERAL**

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the face hereof

(b)

materials and other property furnish connection with broadcasts except	EU DY LITE AUERICY III CONNECTION WITH BROADCASTS HOROUNDER	The Station will not accept or process mail, correspondence, or telephone calls in
unless and until Agency fails to time		Advertiser named on the face hereof) and Agency will act as agent for making payment t of sums due hereunder and Station shall look initially to Agency for the payment thereo liable to Station and not to agency on all unpaid billings for services rendered by Station

on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereo hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]